



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT OF OIL, GAS AND MINERAL LEASE**L0226777**Electronically Recorded
Chesapeake Operating, Inc.**STATE OF TEXAS**

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF TARRANT

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WHEREAS, Willie T. Dryden and wife, Nedia M. Dryden whose address is 7650 Meadowbrook Drive, Fort Worth, Texas 76112, ("Lessor") executed that certain Oil, Gas and Mineral Lease (the "Lease") dated June 9, 2005 and which is recorded in D205193090 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein; and,

WHEREAS, Lessor and Chesapeake Exploration, L.L.C. ("Lessee"), successor in interest to the Lease, now desire to amend the Lease and extend the primary term of the Lease by an additional six (6) months as hereinafter set forth.

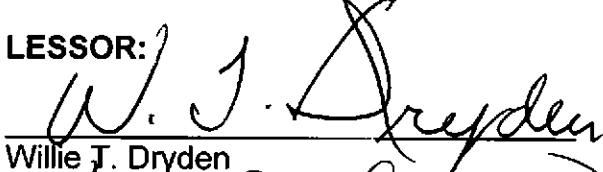
NOW, THEREFORE, for good and valuable consideration paid, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree to amend the Lease as follows:

1. The royalty provision in Paragraph Three (3) of the Lease shall be changed to 25% from 22%.
2. In Paragraph Twelve (12) of the Lease the phrase "for an additional two (2) years" shall be changed to "for an additional two (2) years and six (6) months."
3. The parties agree that drilling must occur prior to 11:59 p.m., December 9, 2009 on the leased premises or land pooled therewith, otherwise the lease shall terminate.
4. Lessor does hereby adopt, ratify, and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease pursuant to the terms and provisions of the Lease as of the execution date below.

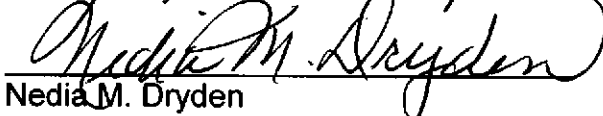
It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 29 day of May, 2009, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:


Willie T. Dryden



Nedia M. Dryden

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LESSEE:

Electronically Recorded
Chesapeake Operating, Inc.

Chesapeake Exploration, L.L.C, an Oklahoma Limited Liability Company

By:


Henry J. Hood, Senior Vice President -
Land and Legal & General Counsel

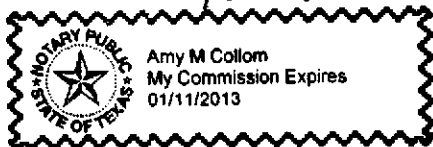
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Tarrant

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This instrument was acknowledged before me on this the 11 day of June, 2009, by Willie T. Dryden.



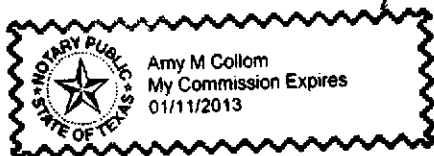

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF Tarrant

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This instrument was acknowledged before me on this the 11 day of June, 2009, by Nedia M. Dryden.




Notary Public, State of Texas

THE STATE OF OKLAHOMA

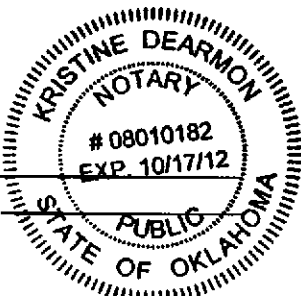
COUNTY OF OKLAHOMA

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BEFORE me, the undersigned, a Notary Public in and for said County and State, on this 16 day of June, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma limited liability company, as successor operator, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Number:




Notary Public

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154